

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES 1 3		
2. AMENDMENT/MODIFICATION NO. 0004			3. EFFECTIVE DATE 03 JUL 00		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)	
6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 John J. Kingman Road, Suite 4950 Ft. Belvoir, VA 22060-6222 C. CREASON/DFSC-PLC/703-767-9530 FAX - 703-767-8506			CODE SC0600		7. ADMINISTERED BY (If other than Item 6)			CODE
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code)					(✓)		9A. AMENDMENT OF SOLICITATION NO.	
					X		SP0600-00-R-0110	
							9B. DATED (SEE ITEM 11) 16 FEB 00	
							10A. MODIFICATION OF CONTRACT/ORDER NO.	
Bidder Code					CAGE Code			
CODE			FACILITY CODE					10B. DATED (SEE ITEM 13)
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS								
<p>[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [X] is not extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>								
12. ACCOUNTING AND APPROPRIATION DATA (If required)								
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.								
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.								
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)								
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:								
d. OTHER Specify type of modification and authority								
E. IMPORTANT: Contractor [] is not, [] is required to sign this document and return ___ copies to the issuing office.								
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible).								
PURCHASE PROGRAM 1.8T – AUSTRALIA								
<p>1. This is Amendment 0004 to the Solicitation. Offerors must acknowledge receipt of this amendment by completing block 8 above, signing and dating blocks 15A., 15B. and 15C. below. Please submit completed copy to DESC-PLC via facsimile at (703) 767-8506.</p> <p>2. Clause B1.05 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/ALASKA) is modified as follows: Narrative changes are noted in bold print on page 2.</p>								
Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.								
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)				
15B. CONTRACTOR/OFFEROR				15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		
(Signature of person authorized to sign)						(Signature of Contracting Officer)		
						16C. DATE SIGNED		

<u>Line Item</u>	<u>Supplies, Delivery Points and Method of Delivery</u>	<u>Estimated Quantity</u>	<u>Offer Price</u>
700-28	GASOLINE, REG UNL (MUR) NSN: 9140-00-148-7103 AUSTRALIAN SPEC 1876 VOLATILITY CLASS: 1 OCT – 31 MAR: CLASS C 1 APR – 30 SEP: CLASS E		
	TW (TW), INTO 1/5,000 U.S. GALLON TANK DELIVERY HOURS: 0730-1530 MONDAY THRU FRIDAY AVERAGE MONTHLY DELIVERY: 1.400 U.S. GALS	34,000	\$ _____

[illegible]

700-34 DIESEL FUEL # 2 (DF2)
NSN: 9140-00-286-5294
AUSTRALIAN SPEC 3570

TANK TRK/TRL (TTR), (TRIPLE ROAD TRAIN) 9,120,000 \$ _____
INTO 5/12,000 U.S. GALLON TANKS
AVERAGE MONTHLY DELIVERY: **380.000 U.S. GALS**

NOTE: Cloud Point references in narrative are removed. See revised Clause C16.26-6 for minimum acceptable Cloud Point requirements.

[illegible]

3. Clause F30.01 ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) (DESC APR 1998) is modified to change paying officer's name/address as follows:

DMEA/MSC
5584 Patrol Road
McClellan AFB, CA
95652-1714

PHONE: (916) 568-4002

All other information in this clause is unchanged.

4. The following Clauses are deleted in their entirety from the original Solicitation:

- A. Clause C16.26-6 FUEL OIL, DIESEL, AUTOMOTIVE (PC&S) (AUSTRALIA) (DESC MAY 1995)
B. Clause G150-07 SUBMISSION OF INVOICES FOR PAYMENT (OVERSEAS PC&S) (DESC JUN 1994)

5. The following revised clauses are hereby added to the Solicitation in their entirety. The clauses are included in full text into this amendment:

- A. Clause C16.26-6 FUEL OIL, DIESEL, AUTOMOTIVE (PC&S) (AUSTRALIA) (DESC JUN 2000)
B. Clause G160-07 SUBMISSION OF INVOICES FOR PAYMENT (OVERSEAS PC&S) (DESC JUN 2000)

C16.26-6 FUEL OIL, DIESEL, AUTOMOTIVE (PC&S) (AUSTRALIA) (DESC JUN 2000)

- (a) Automotive diesel fuel oil shall conform to Australian Standard 3570-1998.
(b) **SEASONAL CLOUD POINT AND COLD FILTER PLUGGING POINT (CFPP) REQUIREMENTS.**

<u>MONTH</u>	<u>CLOUD POINT</u>	<u>CFPP REQUIREMENT</u>
Mar 1 - Mar 15	5°C max.	
Mar 16 - Mar 30	2°C max.	
Apr 1 - Aug 31	-1°C max.	
Sep 1 - Sep 15	3°C max.	0°C max.
Sep 16 - Sep 30	7°C max.	-1°C max.

(DESC 52.246-9FCE)

G150.07 SUBMISSION OF INVOICES FOR PAYMENT (OVERSEAS PC&S) (DESC JUN 2000)

NOTE: INVOICES WILL REFLECT QUANTITIES IN WHOLE NUMBERS AND SHALL BE ROUNDED

AS APPLICABLE. Example: 7,529.4 = 7,529 or 7,529.5 = 7,530.

(a) **GENERAL.** This contract is for overseas fuel deliveries for posts, camps, and stations. Invoices will be paid on the basis of the Contractor's delivery to the point of first receipt by the Government.

(b) **RESPONSIBILITY FOR SUPPLIES.** Title to the supplies shall vest in the Government upon delivery to the point of first receipt by the Government. Notwithstanding any other provision of the contract, the Contractor shall assume all responsibility and risk of loss for supplies (1) not received at destination, (2) damaged in transit, or (3) not conforming to purchase requirements. The Contractor shall either replace, or correct, such supplies promptly at its expense, provided instructions to do so are furnished by the Contracting Officer within 90 days from the date title to the supplies vests in the Government.

(c) **PREPARATION OF INVOICE.** Upon delivery of supplies to the point of first receipt by the Government, the Contractor shall prepare an invoice in accordance with the terms of this contract. (For Germany only, the Contractor shall invoice all products using liters, except for FO6, which will be invoiced in kilograms. See the ECONOMIC PRICE ADJUSTMENT clause for more detailed invoicing instructions.) A receipted copy of the Contractor's delivery document shall be attached to the invoice as evidence of delivery. The Contractor's invoice together with the Contractor's delivery document shall be the basis for payment. Invoices shall be forwarded to the applicable Paying Office in accordance with instructions contained on the order.

(d) **CERTIFICATION OF INVOICE.** The Contractor agrees that the submission of an invoice to the Government for payment is a certification that the supplies for which the Government is being billed have been delivered in accordance with instructions issued by the Ordering Officer, in the quantities shown on the invoice, and that such supplies are in the quantity designated by the order and of the quality designated by the contract.

(e) **RECEIVING REPORT.** Each order requires the preparation of a Material Inspection and Receiving Report (DD Form 250). Notwithstanding any other provision in this contract, the Government representative will prepare the DD Form 250 and forward it directly to the paying office with a copy to the Contractor. In the event of a discrepancy between the quantities stated on the DD Form 250 and those stated on the invoice, the DD Form 250 quantities shall prevail, and a debit or credit issued on subsequent vouchers, as appropriate.

(DESC 52.232-9FA5)